

NAVAL POSTGRADUATE SCHOOL
INVESTIGATION REPORT
NIGHTS #201201847
20 NOVEMBER 2012

1. Investigator and Identifying Information and Location of Working Papers.

a. Investigator and Identifying Information.

(b)(6), (b)(7)c

b. Location of working papers. Naval Postgraduate School Inspector General Office, 281 Stone Road, Quarters C, Monterey, CA 93943.

2. Background and Summary.

a. Hotline Control Number, Date of Receipt and Tasking Dates.

(1) On 6 June 2012, (b)(6), (b)(7)c Navy Inspector General (NAVINSGEN) Office, received a complaint during an interview alleging a contractor supervised Government employees.

(2) On 6 June 2012, the case information was entered into the Naval Inspector General Hotline Information System (NIGHTS) as number 201201847.

b. Summary of Complaint.

(1) On 6 June 2012, (b)(6), (b)(7)c (b)(6), (b)(7)c alleged (b)(6), (b)(7)c (b)(6), (b)(7)c asked her to be a supervisor over Government employees while B6, B7C was a contractor with (b)(6), (b)(7)c (b)(7)c, (b)(6) . B6, B7C also alleged her supervisor created a hostile work environment saying she was disrespectful and "talks nasty" towards subordinates. During the complainant interview, B6, B7C also alleged a Government employee was conducting unofficial business during official time.

(2) For the B6, B7C of a hostile work environment, B6, B7C was referred to the NPS Equal Employment Opportunity (EEO) Office. EEO B6, B7C are generally not IG appropriate.

(3) The allegation an employee conducted unofficial business during official time was opened under NIGHTS 201202839.

c. Summary of the Outcome of Investigation. One allegation was investigated and one **B6, B7C** for management action was identified.

(1) The allegation that **B6, B7C** improperly implemented contract tasks and personally directed a contract employee, changing the terms of the contract to have the contractor perform inherently governmental functions and personal services, was **substantiated.** **(b)(6)** **(b)(6), (b)(7)c** allowed a contractor to continue performing tasks specific to an expired task order, exerted control over a contractor to provide reports associated with an expired task order and future task order, and administered contract tasks in a manner that allowed a contractor to direct and oversee Federal employees in violation of Federal Acquisition Regulation (FAR) 7.5 and 37.1.

(2) The investigation found training for Contracting Officer Representatives (CORs) and Technical Point of Contacts (TPOCs) to be inadequate, and a potential overpayment of \$29,476.40 to Digital Consulting Services (DCS) in unsupported labor charges due to missing support documentation. This matter is referred for management action with the recommendation Contract & Logistics Office improve training to CORs and TPOCs on invoice verification, and Contracting & Logistics Office conduct a review of task order invoices.

3. Allegation 1. **B6, B7C** improperly implemented contract tasks and personally directed a contract employee, changing the terms of the contract to have the contractor perform inherently governmental functions and personal services, in violation of Federal Acquisition Regulation (FAR) 7.5 and 37.1. **Substantiated.**

a. Facts.

(1) Federal Acquisition Regulation (FAR), subpart 7.5, Inherently Governmental Functions, section 7.503, Policy (c) states in part, "The following is a list of examples of functions considered to be inherently governmental functions or which shall be treated as such. This list is not all inclusive...(7) The direction and control of Federal employees."

(2) Federal Acquisition Regulation (FAR), subpart 37.1, Personal Services Contracts, section 37.104, states in part, "(a) A personal

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services contract is B6, B7C by the employer-employee relationship... (c) (1) An employer-employee relationship under a service contract occurs when, as a result of (i) the contract's terms or (ii) the manner of its administration during performance, contractor personnel are subject to the relatively continuous supervision and control of a Government officer or employee.

(3) Federal Acquisition Regulation (FAR), subpart 37.1, Personal Services Contracts, section 37.104, states in part, "(d) The following descriptive elements should be used as a guide in assessing whether or not a proposed contract is personal in nature:

(1) Performance on site.

(2) Principal tools and equipment furnished by the Government.

(3) Services are applied directly to the integral effort of agencies or an organizational subpart in furtherance of assigned function or mission.

(4) Comparable services, meeting comparable needs, are performed in the same or similar agencies using civil service personnel.

(5) The need for the type of service provided can reasonably be expected to last beyond one year.

(6) The inherent nature of the service, or the manner in which it is provided reasonably requires directly or indirectly, Government direction or supervision of contractor employees in order to—

(i) Adequately protect the Government's interest;

(ii) Retain control of the function involved; or

(iii) Retain full personal responsibility for the function supported in a duly authorized Federal officer or employee."

(4) Task Orders 0291, 0347, and 12-F-2002 include a Non-Personal Services Statement that states in part, "Contractor employees...will be controlled, directed, and supervised at all times by management personnel of the contractor...Contractor employees will perform their duties independent of, and without the supervision of, any Government official...tasks, duties, and responsibilities set forth in the task order may not be interpreted or implemented in any manner that results

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in any contractor employee...overseeing the work of Federal employees, providing direct personal services to any Federal employee, or otherwise violating the prohibitions set forth in Parts 7.5 and 37.1 of the Federal Acquisition Regulation (FAR)."

(5) Under Task Order 0291 to contract N00244-08-D-0039 having a value of \$262,675.26, B6, B7C was a designated (b)(6), (b)(7)c Writer with an estimated 1180 hours of labor at \$74.65 per hour for a total of \$88,323.00.

(a) This task order provided time and B6, B7C labor support to RPSO for administrative and editorial support services. The period of performance was 7 Feb 2011 to 6 Feb 2012. B6, B7C was the designated (b)(6), (b)(7)c and she (b)(6), (b)(7)c (b)(6), (b)(7)c were accurate for services provided by DCS.

(b) The Statement of Work (SOW) tasks were (i) Support for grant administration; (ii) Support for NPS student theses requirements, to include editing for grammar/format, processing of NPS theses, and/or reports; and (iii) Interface with NPS key personnel.

(6) Under Task Order 0347 to contract N00244-08-D-0039, totaling \$34,608, B6, B7C was designated the Functional Area Specialist with an estimated 300 hours of labor at \$115.36 per hour.

(a) This task order provided time and B6, B7C labor (Functional Area Specialist Principal) support to RPSO for thesis processing functions. The period of performance was 5 Aug 2011 to 31 Oct 2011. B6, B7C was the designated (b)(6), (b)(7)c (b)(6) and she (b)(7)c, (b)(6) were accurate for services provided by DCS.

(b) The SOW tasks were (i) Coordination of editorial contractual support provided for international students; (ii) Scheduling reviews of all September theses/dissertations/project reports; (iii) Scheduling and delivering theses briefs for September graduates; (iv) Review of all existing thesis review/editing processes with recommendations for streamlining; (v) Review of current archival methodology for NPS thesis/dissertations/project reports and other on-going initiatives with Library/DTIC; (vi) Review and completion on all documentation supporting thesis process; (vii) Review of current initiatives with Library/Dean of Students on establishment of Writing Center; (viii) Interface with NPS key personnel.

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(7) Under Task Order N62271-12-F-2002 to contract GS-02F-0085W, a NPS Director of Contracts and Logistics contract for RPSO totaling \$22,752.00, [B6, B7C] was the contractor designated person to provide the support at \$4,550.40 per week (\$113.76 per hour).

(a) This task order provided Thesis Technical Support to RPSO for the thesis process functions. The period of performance was 23 January to 6 March 2012. [B6, B7C] was hired as a government employee on (b)(6), (b)(7)c. The designated (b)(6), (b)(7)c [B6, B7C] was [B6, B7C] but (b)(6), (b)(7)c [B6, B7C] invoices were accurate for services provided by DCS.

(b) The SOW tasks were (i) Coordination of editorial contractual support provided for international students; (ii) Scheduling reviews of all December and March graduations theses/dissertations/project reports; (iii) Scheduling and delivering theses briefs for March graduates; (iv) Complete end-of-quarter reports on editing/formatting requirements for international students; (v) Provide technical support on theses process, editing/formatting to students, faculty and staff; (vi) Interface with NPS key personnel.

(8) Emails from 5-8 July 2011 subj: RPSO Task Order. [B6, B7C] emailed the contracting office requesting a modification or new task order for "thesis processing which is very time critical with four graduations a year." [B6, B7C] stated "HR has not been able to produce a candidate prior to the lead retiring on 30 June and a long term contractor also required...but I need some key tasks completed to assure continuity...I plan to add the labor category for a subject matter expert principal, 24 hours per week until the task expires." The emails included tasks listed in task order 0347.

(9) Emails between [B6, B7C] and [B6, B7C] that [B6, B7C] claimed to be supervisory in nature.

(a) 16-18 Dec 2011 email thread where [B6, B7C] asked (b)(6), (b)(7)c [B6, B7C] for the workload distribution (Thesis Processing Workload Distribution spreadsheet) for the past two months. The spreadsheet showed what each employee (GS and contractor) had done.

(b) 17-19 Jan 2012 email thread subject "quarter graduating student estimates" showed a request from [B6, B7C] to [B6, B7C] for a report [B6, B7C] a government employee, previously provided. (b)(6), (b)(7)c [B6, B7C]

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(b)(6), (b)(7)c replied to B6, B7C that she believed B6, B7C was tasked [previously by B6, B7C to provide the report and would remind her. On 19 Jan 2012, B6, B7C emailed B6, B7C and cc'd (b)(7)c, (b)(6) stating, "B6, B7C I am not sure if B6, B7C mentioned the report below to you, but I need the data asap. B6, B7C I also need the number of Int'l students support via editors for FY11." On 19 Jan 2012, (b)(6) (b)(6), (b)(7)c provided B6, B7C International student editor spreadsheets for June, September and December 2011.

(10) (b)(7)c, (b)(6)
(b)(6), (b)(7)c.

(a) B6, B7C testified that when B6, B7C departed in June 2011, B6, B7C passed along lead management information to her. B6, B7C stated she was asked by B6, B7C to (b)(7)c, (b)(6) processing team until another manager was hired or B6, B7C could make (b)(6), (b)(7)c.

(b) B6, B7C testified she was overseeing everyone's work by doing such things as setting up daily work schedules and sending assignments to thesis processors, created spreadsheets to manage incoming theses, created statistical documentation, and met with (b)(6) (b)(6), (b)(7)c to provide workload statistics and status updates. B6, B7C did not approve leave, but GS employees would verbally let B6, B7C know when they were taking off in order to manage workload. (b)(6) (b)(7)c, (b)(6) stated she attended weekly team lead meetings with all the managers on Mondays and met separately with B6, B7C to provide a status of what she was doing, status on students' theses, and B6, B7C with employees' time and accountability. B6, B7C stated she continued to do (b)(6), (b)(7)c until she was converted to a government employee in (b)(6), (b)(7)c.

(c) B6, B7C stated she (b)(7)c, (b)(6) and (b)(6), (b)(7)c (DCS contractors) for international students including creating a DCS invoice for the time spent editing. The invoice data was sent to (b)(6) (b)(6), (b)(7)c and DCS. B6, B7C testified B6, B7C would receive an invoice from DCS on money paid out to DCS editors and B6, B7C asked B6, B7C to compare the DCS data with her records.

(d) B6, B7C stated B6, B7C would ask her to provide something and then would verbally tell her not to do the task because

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she was a contractor. [B6, B7C] stated she still provided the request because it was needed.

(e) [B6, B7C] recalled [B6, B7C] telling her the contract was changing to bill time as a specialist [task order 0347] and these hours were limited. [B6, B7C] was contacted by DCS and told she could bill only a certain amount of hours in conjunction with her other task order 0291 contract. Her timesheet was split between her technical skill work under task order 0291 and specialist work under task order 0347. When the task order 0347 contract was discontinued, she simply billed against the task order 0291 (b)(6), (b)(7)c portion for another few months. [B6, B7C] believed that once the contract renewal [task order 12-F-2002] was awarded (at the end of December), she would bill against the specialist portion.

(11) (b)(6), (b)(7)c testified [B6, B7C] was not supervising from a personnel stand point but was directing her work. She stated [B6, B7C] tasked GS workers and documented processes. [B6, B7C] was told by [B6, B7C] during a meeting that she ([B6, B7C] asked [B6, B7C] to step in as the (b)(6) to make (b)(6), (b)(7)c oversee the (b)(7)c, (b)(6) and was the day-to-day go to for procedural things. All timesheets, leave requests, etc. went through [B6, B7C] [B6, B7C] stated (b)(6), work on [B6, B7C] was ongoing and continuous since [B6, B7C] departed.

(12) [B6, B7C] testified [B6, B7C] has officially been her [B6, B7C] since in January, but unofficially about a month after [B6, B7C] departed. Unofficially because it wasn't announced but she was told by [B6, B7C] that [B6, B7C] asked [B6, B7C] to supervise them ([B6, B7C] and [B6, B7C] while there was no director. [B6, B7C] stated [B6, B7C] never told her directly that [B6, B7C] would be supervising her. [B6, B7C] stated [B6, B7C] was the [B6, B7C] of tasks although she did not feel [B6, B7C] supervised her. [B6, B7C] recalled [B6, B7C] did take on overseeing the [B6, B7C] after [B6, B7C] left and this work was continuous.

(13) [B6, B7C] testified [B6, B7C] was the [B6, B7C] until she retired last year. [B6, B7C] thought [B6, B7C] assumed [B6, B7C] duties for distribution of the theses workload. [B6, B7C] processed [B6, B7C]

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(b)(6), (b)(7)c and B6, B7C time and attendance, but did not evaluate the GS employees. B6, B7C did not assign the GS employees work or tasks. B6, B7C stated B6, B7C amended the existing contract so B6, B7C could take the lead on the assignments of theses. B6, B7C did not have the impression B6, B7C supervised B6, B7C or B6, B7C

(14) B6, B7C formerly a (b)(6), (b)(7)c, testified B6, B7C took over the majority of B6, B7C duties. B6, B7C stated she wasn't sure if B6, B7C directed the work of the GS employees, but stated B6, B7C oversaw the work. B6, B7C stated she thought B6, B7C was probably assigning/distributing student workload, but did not feel that distributing the workload was inherently Governmental.

(15) B6, B7C testified that under task order 0291, B6, B7C was the TPOC and responsible for verifying contractor services were received. Under task order 12-F-2002, B6, B7C was the designated (b)(6), (b)(7)c but asked B6, B7C to look over the invoices to verify that the services were received and everything was acceptable. B6, B7C was not aware of task order 0347.

(16) (b)(6), (b)(7)c
(b)(6), (b)(7)c
(b)(6), (b)(7)c testified she became the (b)(6) during the transition of contracting functions from RSPO to the contracting office around April 2011. (b)(6), (b)(7)c stated she relied on TPOCs to verify services were performed and invoices were correct. (b)(6), (b)(7)c was aware what the thesis processing office did and stated the purpose of task order 0347 was to give B6, B7C a right-hand person with the right skills, not to oversee or supervise, but to make sure thesis processing was conducted properly. (b)(6), (b)(7)c stated her understanding was task order 0347 duties covered what B6, B7C did before she retired. (b)(7)c, (b)(6) did not know B6, B7C was not aware B6, B7C was working under task order 0291, and was not aware of task order 12-F-2002.

(17) (b)(6), (b)(7)c
(b)(6), (b)(7)c .

(a) B6, B7C testified B6, B7C was the (b)(6), (b)(7)c (b)(6), (b)(7)c and was technically not the supervisor over (b)(6) (b)(6), (b)(7)c and B6, B7C because B6, B7C would provide input to (b)(6)

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(b)(6), (b)(7)c on the performance of the processors. B6, B7C provided statistical information reports to B6, B7C B6, B7C stated (b)(6), (b)(6), (b)(7)c duties related to the DCS contract involved facilitating the assignment of editors to international students. (b)(7)c

(b) B6, B7C stated B6, B7C assigned (b)(6), (b)(7)c (b)(7)c, (b)(6) kept track of the hours the editors worked and matched the hours with the billing that NPS got from DCS, and coordinated with the International office the amount of hours the editors and formatters completed (same thing B6, B7C did). B6, B7C opined that B6, B7C was (b)(6), (b)(7)c (b)(7)c B6, B7C stated she could not recall if she asked (b)(7)c (b)(7)c to verify contractor hours on invoices.

(c) B6, B7C stated supervisory control was given to (b)(6) (b)(6), (b)(7)c B6, B7C stated she told the GS employees that (b)(6), (b)(7)c would provide the (b)(6), (b)(7)c and B6, B7C would provide the day-to-day supervision. B6, B7C stated she could see where the GS employees had the perception that B6, B7C could be viewed as a day-to-day supervisor, but B6, B7C was put in place to supervise. B6, B7C believed she did what she thought was the right thing to do given the circumstances.

(d) Regarding task order 0291, B6, B7C testified (b)(6) (b)(7)c, (b)(6) helped on the (b)(6), (b)(7)c and helped on documentation for the processes. B6, B7C stated she believed there was a clear separation between task order 0291 and the other task orders, but as an outside observer she could see that these might be blurred.

(e) Regarding task order 0347, B6, B7C testified task order 0347 was very specific to pick up certain responsibilities and tasks that were not supervisory in nature and that were previously done by B6, B7C The tasks were over and above what B6, B7C had done as a (b)(7)c, (b)(6) [under task order 0291]. (b)(6) (b)(6) said she was very careful on separating those tasks out such as scheduling and distribution (production controller).

(f) Regarding task order 12-F-2002, B6, B7C testified (b)(6) (b)(6), (b)(7)c was the primary contractor for this task order. She stated B6, B7C was the (b)(7)c. B6, B7C would send B6, B7C the invoices for verification. (b)(6) B6, B7C stated she was the (b)(6), (b)(7)c on this contract.

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(g) [B6, B7C] testified she could not be sure [B6, B7C] did not continue to perform 0347 tasks when the task order expired 31 October 2011. She stated [B6, B7C] should have not continued the tasks without a contract, but the scheduling would have continued because there always was a three week crunch around graduation to process theses and scheduling is very important. [B6, B7C] recalled she did ask [in December 2011] for a workload distribution from [b)(6)] [b)(6), (b)(7)c] to make sure theses were distributed.

(h) [B6, B7C] commented on the gap between the two task orders (0347 and 12-F-2002) stating "while a follow-on specific contract was requested in sufficient time and promised for award in November, it did not happen. With respect to the continued scheduling for December graduation (one of the largest graduations), it would not have been out of scope of the first general RSPO contract [0291] that was in place at the time. The specific tasks for "thesis processing" were not outlined and scheduling is one of the processes to support the thesis process."

(i) When asked how she verified the hours between task order 0347 and 0291, [B6, B7C] stated she did not maintain a timesheet system but knew how many hours were on each contract. [B6, B7C] stated she estimated the hours [B6, B7C] worked on each task order by monitoring the deliverables to the level of effort that was contracted. [B6, B7C] stated she was satisfied with the deliverables.

b. Analysis/Discussion/Conclusion.

(1) Inherently Governmental Functions.

(a) Testimony by [B6, B7C] [B6, B7C] [B6, B7C] and [b)(6)] [b)(6), (b)(7)c] showed [B6, B7C] directed, assigned or distributed work to Government employees ([B6, B7C] and [B6, B7C] These witnesses didn't consider directing, assigning or distributing work as supervision. [B6, B7C] also commented that she did not feel distributing the workload was inherently Governmental.

(b) [B6, B7C] testified technical direction to GS employees was provided by [B6, B7C] Although [B6, B7C] was the designated supervisor over [B6, B7C] and [B6, B7C] this was primarily for taking care of time and attendance and not assigning

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work or tasks. Supervisor functions of employee direction and control were provided by B6, B7C

(c) Testimony showed B6, B7C had B6, B7C assume the primary duties performed by B6, B7C using task order 0347 with the intent to B6, B7C believed task order 0347 was very specific for responsibilities and tasks that were not supervisory in nature, but by her own statement, she gave technical direction of GS employees to the contractor. The term implies and testimonies reflect B6, B7C directed and controlled technical tasks of GS employees.

(d) According to included directing and overseeing the work of Federal employees. Although and employees didn't view B6, B7C as a supervisor, nevertheless, B6, B7C actions showed direction and control of employees.

(e) FAR 7.5 states direction and control of a Federal employee is an inherently Governmental function. Further, each task order has a Non-Personnel Service statement that states "tasks, duties, and responsibilities set forth in the task order may not be interpreted or implemented in any manner that results in any contractor employee...overseeing the work of Federal employees."

(2) Personal Services.

(a) B6, B7C admitted B6, B7C should have not continued 0347 tasks when the task order expired on 31 October, but B6, B7C continued to administer and have B6, B7C implement 0347 tasks because B6, B7C was unable to hire a replacement or have a contract in place to cover the duties B6, B7C was performing in order to support December graduations.

(b) B6, B7C suggested B6, B7C [task order 0347] duties performed in December would have been within the scope of task order 0291 during the lapse from 0347 to 12-F-2002. The scope of task order 0291 is broad and vague compared to the more specific tasks provided in task order 0347 and 12-F-2002 such as "coordination of editorial contractual support provided for international students." B6, B7C had B6, B7C continue performing specific tasks outlined in task order 0347 and billed the hours to task order 0291. If (b)(6),

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(b)(6), (b)(7)c duties performed within the task order lapse were within the scope of task order 0291, then task order 0347 and 12-F-2002 would have been unnecessary. The saving on the difference in labor would have been \$57,360.

(c) NPS IG Office applied the six descriptive elements listed in FAR 37.104(d) for assessing a proposed contract for personal services. Task order 0347 and 12-F-2002 associated to B6, B7C met in one form or another all six elements. B6, B7C (1) performed the services on site; (2) principal tools and equipment were furnished by the government; (3) thesis processing service was integral to NPS/RSPO function and mission; (4) the services performed by (b)(7)c were previously performed by B6, B7C (5) the need for the service was expected to last beyond one year; and (6) the inherent nature of the service or manner in which it is provided reasonably require, directly or indirectly, Government direction or supervision of a contractor employee in order to adequately protect the Government's interest, retain control of the function, or retain full responsibility for the function supported in a duly authorized Federal employee.

(3) B6, B7C allowed a contractor to continue performing specific tasks to an expired task order (0347), exerted control over a contractor to perform tasks associated with an expired task order and future task order [12-F-2002], and administered contract tasks in a manner that allowed a contractor to direct and control Federal employees. B6, B7C improperly implemented contract tasks and personally directed a contract employee, changing the terms of the contract to have the contractor perform inherently governmental functions and personal services, in violation of Federal Acquisition Regulation (FAR) 7.5 and 37.1. Based on the evidence, we substantiated the allegation.

c. Recommendation. We recommend the Dean of Research confer with the NPS Human Resources Office to determine appropriate administrative action for B6, B7C having a contractor perform inherently Governmental functions and personal services.

d. Disposition. TDB.

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5. Other Matters for Management Action. B6, B7C Contracting Officer Representative (COR)/Technical Point of Contact (TPOC) Verification of Contractor Invoices.

a. Discussion.

(1) A review of DCS task orders 0291, 0347 and 12-F-2002 invoices for DCS employees B6, B7C and B6, B7C showed a potential overpayment of \$29,476.40 to DCS in unsupported labor charges due to missing support documentation.

(2) B6, B7C as the (b)(6) was responsible for verifying DCS services were provided and the accuracy of the invoices. B6, B7C admitted that she did not have a timekeeping system to verify the hours worked by B6, B7C but estimated the hours worked by monitoring the deliverables to the level of effort. B6, B7C also relied on B6, B7C at one time to verify editor/formatter contract hours billed by DCS during the invoice verification process.

b. Analysis/Conclusion.

(1) NPS IG could not determine if DCS employees worked the hours billed on invoices because of missing support documentation. DCS support documentation associated with the invoices failed to substantiate all hours billed.

(2) B6, B7C invoice verification process involved an inadequate review and verification of invoice hours billed by DCS. B6, B7C statements showed she relied on the observable level of effort and products provided by the contractor as verification the employees worked the invoiced hours.

c. Recommendations.

(1) Contracting & Logistics Office use the discussion and analysis in paragraph 5 to improve training to CORs/TPOCs on invoice verification.

(2) Contracting & Logistics Office review task order invoices for 0291, 0347 and 12-F-2002 to determine if DCS should repay NPS \$29,476.40 for unsupported labor charges due to missing support documentation.

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6. Interviews and Documents.

a. Interviews conducted.

- (1) (b)(6), (b)(7)c
(b)(6), (b)(7)c .
- (2) B6, B7C (Witness), (b)(7)c
(b)(7)c
- (3) (b)(6), (b)(7)c (Witness), (b)(7)c
(b)(6)
- (4) B6, B7C (Witness), (b)(6), (b)(7)c
- (5) B6, B7C (Witness), (b)(7)c, (b)(6) .
- (6) (b)(6), (b)(7)c (b)(6), (b)(7)c
former (b)(6), (b)(7)c .
- (7) B6, B7C B6, B7C (Witness), (b)(6), (b)(7)c
(b)(6), (b)(7)c
- (8) B6, B7C B6, B7C (SME), (b)(6), (b)(7)c
(b)(7)c .
- (9) B6, B7C (SME), (b)(7)c, (b)(6)
(b)(6), (b)(7)c
- (10) B6, B7C (SME), (b)(6)
(b)(6), (b)(7)c

b. Documents Reviewed.

- (1) Federal Acquisition Regulation (FAR) .
- (2) Contract N00244-08-D-0039 Task Orders 0291 and 0347 including DCS invoices.
- (3) Contract GS-02F-0085W Task Order N62271-12-F-2002 including DCS invoices.
- (4) Email documentation provided by complainant.

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